



# CONTRACT DATA SHEET

Monroe County Division of Purchasing  
200 County Office Building, Rochester NY 14614

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**TITLE:** CRANE AND HOIST INSPECTION AND REPAIR

**CONTRACT #:** 0806-05 (4700005977)

**CONTRACT DATES:** 09/28/05 - 08/31/09

**BUYER:** MARY ANN WOOD  
**PHONE:** 585/753-1135  
**FAX:** 585/753-1104

**VENDOR(S):** VOLLAND ELECTRIC EQUIPMENT CORPORATION  
75 INNSBRUCK DRIVE  
CHEEKTOWAGA, NY 14227

## TERMS AND CONDITIONS

<b><u>BID ITEM:</u></b>	<b>CRANE/HOIST INSPECTION AND REPAIR</b>
<b><u>FOR:</u></b>	MONROE COUNTY AND ITS VARIOUS AGENCIES
<b><u>DEPARTMENT CONTACT:</u></b>	Gordie Weller, (585) 760-7506
<b><u>DUPLICATE COPIES:</u></b>	Please submit your bid in duplicate; the original and one (1) copy.
<b><u>BID INFORMATION:</u></b>	At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein, and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
<b><u>SUBMITTAL OF FORMAL PROPOSAL:</u></b>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. <b>COPIES AND FACSIMILES ARE NOT ACCEPTABLE.</b></p> <p>All bidders must submit proof that they have obtained the required <b>Worker's Compensation</b> and <b>disability benefits</b> coverage or proof that they are exempt.</p>
<b><u>SPECIFICATION ALTERATIONS:</u></b>	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. <b>Only formal written addenda can materially alter this set of specifications.</b> No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
<b><u>QUANTITIES:</u></b>	The quantities listed on are the <b>estimated annual requirements</b> and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.
<b><u>QUALIFIED BIDDER:</u></b>	Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. <b>The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.</b> Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

<b><u>METHOD OF AWARD:</u></b>	Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the <b>GRAND TOTAL</b> . Bidder must bid on all items to be considered. The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.
<b><u>CONTRACT TERM:</u></b>	Contract will start with the date of the contract award and run through <b>August 31, 2006</b> , with the option to renew the contract up to four (4) additional twelve (12) month periods at the mutual consent of both parties.
<b><u>PRICE CHANGES:</u></b>	Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.
<b><u>PURCHASE ORDER ISSUANCE:</u></b>	Delivery of services may be directed by the receipt of a Purchase Order only. <b>Items that are not part of this bid <u>will not</u> be paid for by Monroe County.</b> As to all purchase orders issued by Monroe County, exceptions may <u>only</u> be authorized, in writing, by the Purchasing Manager or his authorized agent <u>prior to delivery</u> .
<b><u>BILLING PROCEDURE:</u></b>	All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. <b>ALL INVOICES MUST BE MARKED WITH THE <u>PURCHASE ORDER NUMBER</u>. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.</b>
<b><u>WAGE RATES:</u></b>	Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at <a href="http://www.labor.state.ny.us">www.labor.state.ny.us</a> .
<b><u>HOURLY RATE:</u></b>	The contractor shall be paid for the number of hours actually expended at the job site times the labor rate per hour as bid. Overtime rate shall be defined as time and one half of the hourly rate after eight (8) hours per day and on Saturdays (1.5 x labor rate per hour). Double time shall be defined as double the hourly rate for Sundays and holidays (2 x labor rate per hour).

**WRITTEN  
ESTIMATES:**

In every instance that the contractor anticipates that any emergency or follow-up job may cost five hundred dollars (\$500.00) or more, the contractor must, prior to commencing work, give a written estimate for the work. The estimate must show labor and materials cost. Materials must be priced according to the contract.

**MATERIAL COSTS:**

All materials shall be itemized on each invoice and billed at **ten percent (10%)** above the contractors cost. Each item must include a full description including manufacturer, stock number, and unit price. The County reserves the right to audit the contractor's records to determine that the County is being charged no more than ten percent (10%) of the contractor's cost.

**EMERGENCY WORK  
REQUESTS:**

The contractor must maintain a telephone number where he can be reached twenty-four (24) hours per day, seven (7) days per week.

**WARRANTY/  
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED  
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

**SUBCONTRACT:**

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

**BID/PERFORMANCE  
SECURITY:**

A certified check or standard irrevocable letter of credit on bank licensed to do business in New York state in the amount of one thousand dollars (\$1,000) shall be submitted with the bid as a bid bond. The bid deposit of the successful bidder will be retained during the contract term as a performance security. The County reserves the right to utilize some or all of the performance security to obtain items and/or services on the open market should the contract fail to meet the contract terms specified herein.

**SECURITIES AND  
INSURANCE:**

Any Certificate of Insurance, Bonds, or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 PM, on that day.

**RELATED ITEMS:**

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.

**REPORT OF  
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

**OTHER AGENCIES:**

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts, or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies, or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

**INDEMNIFICATION:**

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance, or to assume any such liability for the County by the Contractor.

**BP#0806-05**  
**CRANE AND HOIST INSPECTION**  
**REPAIR AND CERTIFICATION**  
**SPECIFICATIONS**

**1.00 GENERAL**

**1.01 Scope:**

The Monroe County Department of Environmental Services is seeking a qualified **Bidder** to perform **CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION** on our equipment throughout the Department of Environmental Services. The work to be done under this contract and in accordance with these specifications consist of furnishing of equipment, material, supervision, labor, technical knowledge and skills necessary to satisfactorily and safely complete the job. The Bidder shall perform all work required to complete a **CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION** program of the specified equipment; including the furnishing of all engineering necessary for the layout and execution of the work in accordance with the specifications and drawings. The *Bidder* shall submit to the *Supervisor* of the appropriate department a complete checklist of specified work for each piece of equipment in every location, prior to the execution of the *Contract*. All calibrations, readings, observations, adjustments and recommendations for repair and any other work done shall be recorded on the aforementioned checklist. The list shall be submitted to the appropriate *Supervisor* for approval after completion of work.

**1.02 Pre-Bid Inspection:**

It shall be the *Bidder's* obligation to arrange a pre-bid inspection of the equipment to be inspected and to review all available data. Any failure by the *Bidder* to acquaint himself with all available information concerning the work will not relieve him from the responsibility of carrying out the work intended by this *Contract*.

**Contact:** Kevin Blackburn  
Department of Environmental Services  
**Phone:** 585/760-7610 ext.7103

**1.03 Qualification of Bidder:**

Consideration will be given only to *Bidder's* who can demonstrate that their background and technical abilities comply with the specifications. The apparent lowest *Bidder* shall submit to the *County* a technical specification and checklist for the proposed work to be done. In addition, a sample report must also be included. The *County* shall have the sole responsibility for determining from the information submitted by the apparent lowest *Bidder* if the proposed work meets the contract specifications. Should the apparent lowest *Bidder* fail to meet the requirements of the contract specifications as determined by the *County's* review of the *Bidder's* technical specifications, the *Bid* shall be rejected and the next lowest *Bidder* shall be considered as the lowest *Bidder*. *Bidders* will not be allowed to submit the technical specifications a second time. However, additional supplementary information may be submitted, if required by the *County*

#### **1.04 Service Description and Pricing:**

This service will consist of **CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION**. As size and location varies for each unit, pricing for inspection and/or certification shall be individual for each unit listed. Repairs shall be quoted at an hourly rate with pricing for repair parts quoted at Bidder's net cost plus mark-up.

##### **A. Time Charges:**

The following applies to all service visits:

1. The total time is to be computed from the time of arrival at the job site to the time of completion of the service call, with the exception of any personal time (i.e. meal break) for the contractor. No time charge will be considered for the trip to or from the job site.
2. All time is to be computed to the nearest half hour.
3. A one (1) hour minimum time charge will be permitted for any service call.

##### **B. Mileage:**

There shall be no mileage charge for either inspection visits or follow-up visits. If the contractor intends to charge mileage for emergency visits only, they must submit a statement with their bid with the cost per mile, along with the number of miles between their facility and Monroe County Office Building.

##### **C. Project Schedule:**

Prior to the performance of the work, the ***Bidder*** shall supply a work schedule to the plant or facilities manager of his designee. All work to be performed during normal working hours, 8:00 A.M. to 4:00 P.M. No work shall be done at any facility without the expressed written consent of the plant or facilities manager or his designee, and must be approved at least twenty-four (24) hours in advance.

All starting or stopping of equipment shall be done by **Monroe County Personnel** only, with the direction of the ***Supervisor*** of the appropriate department or his designee.

All work shall be coordinated through the appropriate ***Supervisor or his designee***. Any work related problems shall be brought immediately to the attention of the ***Supervisor***.

**D. Experience:**

***Bidder's*** are reminded that they shall submit with their ***Bid*** a description of their firm as it pertains to **CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION**. Documentation of a minimum of five (5) years experience in performing work of similar size and scope must be included.

**1. Division of Responsibility:**

- a. The ***Owner*** shall notify the testing firm when equipment becomes available for inspection and certification. Work shall be coordinated to expedite project scheduling.
- b. The testing firm shall notify the ***Owner/Engineer's Representative*** prior to commencement of any testing.
- c. Any system, material, or workmanship which is found defective on the basis of acceptance tests shall be reported to the ***Owner/Engineer's Representative***.

**2. Safety and Precautions:**

Safety practices shall include, but are not limited to the following requirements:

- a. Occupational Safety and Health Act.
- b. Accident Prevention Manual for Industrial Operations, National Safety Council
- c. Applicable state and local safety operating procedures.
- d. Owner's safety practices.
- e. National Fire Protection Assoc. - NFPA 70E
- f. American National Standards for Personnel Protection

The testing firm shall have a designated safety representative on the project to supervise the testing operations with respect to safety.

**2.00 WORK TO BE PERFORMED:**

The following general procedures apply to all work performed:

As the work proceeds, list all major items that will need immediate repair and submit the list to the appropriate supervisor on a daily basis for approval to proceed with repair work.



The minimum industry standards for the equipment to be tested are listed below:

OSHA Standards:

1910.179 Overhead and Gantry Cranes

1919.28 Unit Proof Tests - Cranes and Gear Accessory thereto

1919.71 Unit Proof Test and Examination of Cranes

1919.90 Documentation

### **3.00 EQUIPMENT TO BE INSPECTED AND CERTIFIED**

#### **SECTION 1**

##### **FRANK E. VAN LARE FACILITY**

1. Stockroom Warehouse  
P & H Hoist  
Serial #B7503  
Catalog #FD2C-R1  
Two (2) ton capacity
2. Non Aerated Grit  
P & H Hoist  
Serial #13487  
Catalog #XJB-16246  
One (1) ton capacity
3. Mech Shop  
P&H Hoist  
Serial#Ph1201  
Two Ton (2) Capacity
4. New Screen Room  
P & H Hoist  
Serial #17087  
Catalog #XJB-16246  
One (1) ton capacity
5. **New Solids Handling Building**  
**North American**

## **Five (5) Ton**

### **SECTION 2**

#### **IRONDEQUOIT BAY PUMP STATION**

1. West Pump Bay  
Robbins & Meyers  
Serial #31985 DA1 - (crane)  
Serial #31986 DA1 - (hoist)  
Ten (10) ton capacity
2. East Pump Bay  
Robbins & Meyers  
Serial #31986 DA2 - (crane)  
Serial #31985 DA2 - (hoist)  
Ten (10) ton capacity

### **SECTION 3**

#### **NORTHWEST QUADRANT FACILITY**

1. Screen and Grit Building  
Yale  
Serial #AP187979  
Five (5) ton capacity
2. Chlorine Room  
Yale  
Serial #AN198195  
Two (2) ton capacity
3. Solids Building Mezzanine  
Yale  
Serial #AN198197  
Five (5) ton capacity
4. Tunnel Entrance  
P & H Hoist  
Serial #202940  
One (1) ton capacity

#### **SECTION 4**

##### **CONTROL STRUCTURE #243**

1. Tunnel Entrance  
Robbins & Meyers  
Type S-2  
One (1) ton capacity

#### **SECTION 5**

##### **ISLAND COTTAGE PUMP STATION**

1. Pump Station  
Dresser  
Serial #31-92087E  
**Five (5) ton capacity**

#### **SECTION 6**

##### **FLYNN ROAD PUMP STATION**

1. Pump Station  
Dresser  
Serial #3192088F  
Six (6) ton capacity

#### **SECTION 7**

##### **BUTTONWOOD PUMP STATION**

1. Wright  
Model #WEL3  
Serial #L34916  
Ten (10) ton capacity

#### **SECTION 8**

##### **MCEWEN RD. PUMP STATION**

1. (2) Two Yale Cranes  
Ser.AZ225548  
Two (2) ton capacity

### **NOTICE OF JOB VACANCIES**

- a) The contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
- b) The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).
- c) Notice shall be given in writing to:
  - Employment Coordinator
  - Monroe County Department of Human and Health Services
  - Rm 535
  - 691 St Paul St.
  - Rochester, NY 14605
  - Telephone: (585)-530-3613
  - Fax: (585)-530-4506
- d) The contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the contractor's job requirements and the individual's qualifications for the job, as determined by the contractor.
- e) If the contractor is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

**BP#0806-05**  
**UNIT PRICE SHEET**

<b><u>EQUIPMENT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>
<b><u>SECTION 1</u></b>		
1. Stockroom Warehouse P & H Hoist Serial #B7503 Catalog #FD2C-R1 Two (2) ton capacity	2 each	\$173.53
2. Non Aerated Grit P & H Hoist Serial #13487 Catalog #XJB-16246 One (1) ton capacity	1 each	\$173.53
3. Mech Shop P&H Hoist Serial#Ph1201 Two Ton (2) Capacity	1 each	\$173.53
4. Mech Shop P&H Hoist Serial#Ph1201 Two Ton (2) Capacity		\$173.53
5. New Screen Room P & H Hoist Serial #17087 Catalog #XJB-16246	1 each	\$173.53
6. New Solids Building Crane North American Five (5) Ton	1 each	\$173.53
<b><u>SECTION 2</u></b>		
1. West Pump Bay Robbins & Meyers Serial #31985 DA1 - (crane) Serial #31986 DA1 - (hoist) Ten (10) ton capacity	1 each	\$173.53

<u>EQUIPMENT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
<b><u>SECTION 2 (Continued)</u></b>		
2.     East Pump Bay Robbins & Meyers Serial #31986 DA2 - (crane) Serial #31985 DA2 - (hoist) Ten (10) ton capacity	1 each	\$173.53
<b><u>SECTION 3</u></b>		
1.     Screen and Grit Building Yale Serial #AP187979 Five (5) ton capacity	1 each	\$173.53
2.     Chlorine Room Yale Serial #AN198195 Two (2) ton capacity	1 each	\$173.53
3.     Solids Building Mezzanine Yale Serial #AN198197 Five (5) ton capacity	1 each	\$173.53
4.     Tunnel Entrance P & H Hoist Serial #202940 One (1) ton capacity	1 each	\$173.53
<b><u>SECTION 4</u></b>		
1.     Tunnel Entrance Robbins & Meyers Type S-2 One (1) ton capacity	1 each	\$173.53
<b><u>SECTION 5</u></b>		
1.     Pump Station Dresser Serial #31-92087E Five (5) ton capacity	1 each	\$173.53

<u>EQUIPMENT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
<b><u>SECTION 6</u></b>		
1. Pump Station Dresser Serial #3192088F Six (6) ton capacity	1 each	\$173.53
<b><u>SECTION 7</u></b>		
1. Wright Model #WEL3 Serial #L34916 Ten (10) ton capacity	1 each	\$173.53
<b><u>SECTION 8</u></b>		
1. (2) Two Yale Cranes Ser.AZ225548 Two (2) ton capacity	1 each	\$173.53
<b>HOURLY RATE</b>	1 hour	\$65.00